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RIPARIAN RIGHTS—ACCRETIONS TO SHORE LANDS.—One who, for his own benefit, whether as a riparian owner or under the right of eminent domain, erects an embankment on a stream in such a way as to change the current of the stream and destroy its habit of forming alluvial deposits on the opposite bank, is held, in *Freeland v. Pennsylvania R. Co.* (Pa.), 58 L. R. A. 206, to be liable for the damage caused to the riparian owner by the loss of future alluvial deposits.

With these two cases is a note discussing the law of accretions to shore lands.

FORECLOSURE SALES—RE-OPENING—CONTRACT TO RESTRICT BIDDING.—After a judicial sale has been absolutely confirmed, it will not be set aside except for fraud, mistake, surprise or other cause of equitable cognizance. Where the objection is to confirmation, the rule is more liberal.

A contract made for the purpose of lessening competition, or whose necessary effect or tendency is to lessen competition, at judicial sales is illegal, as opposed to public policy. *Nitrophosphate Syndicate Co. v. Johnson* (Va.), 42 S. E. 995.

EMINENT DOMAIN—ACQUISITION OF MUNICIPAL WATER SUPPLY.—The question of the necessity for taking particular property to aid in furnishing a municipal water supply is held, in *Stearns v. Barre* (Vt.), 58 L. R. A. 240, not to be one which may be finally decided by the municipality without any right of appeal to the courts, under a constitution permitting property to be taken under the right of eminent domain only when necessary for public use.

The acquisition of a water supply by right of eminent domain is considered in a note to this case.

DEEDS—RESERVATION OF RIGHT OF ACTION—GRANTOR AND GRANTEE—IMPLIED TRUST.—A reservation in a conveyance, of “all claim or right of action” against an elevated railroad company for all past, present, or future damages done by it to the value or use of the property, though ineffectual to reserve any right of action in the grantor against such company, is held, in *Western U. Teleg. Co. v. Shepard* (N. Y.), 58 L. R. A. 115, to raise an implied trust by which the grantee, or a subsequent purchaser with notice, who brings an action for such injuries to the property by the elevated railroad, will hold the proceeds of the action as a trustee for the grantor in such conveyance.

With this case is a note discussing the question of an implied trust to effectuate purpose of contract when its terms cannot be given effect.

CONDITIONAL SALE—MORTGAGE—MARKS OF DISCRIMINATION.—The marks by which a mortgage is discriminated from a conditional sale are (1) Inadequacy of price or no price; (2) grantor's remaining in possession, and (3) undertaking of grantor to pay money. Where grantor conveyed her interest (a life estate) to grantee in consideration that he should pay certain taxes and reconvey to her whenever she should repay the amount advanced by him, her interest in part of the land conveyed being more than the amount of the taxes, it was held that the instrument of conveyance was only a mortgage and that grantor could assert her equity of redemption upon the usual terms. *Tugle v. Berkeley* (Va.), 43 S. E. 199. In this case the court pays the compliment to Judge Hundley, of the lower court, of adopting his opinion as the opinion of the appellate court.